

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

BCW LLC

2. Registration Number

6227

3. Primary Address of Registrant

1801 K Street NW, Suite 900, Washington, DC 20006

4. Name of Foreign Principal

Office of United Arab Emirates (UAE) Climate Change Special Envoy

5. Address of Foreign Principal

Abu Dhabi National Oil Company Headquarters Building, Corniche Road, Abu Dhabi

6. Country/Region Represented

United Arab Emirates

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Office of UAE Climate Change Special Envoy

b) Name and title of official with whom registrant engages

H.E. Dr. Sultan Al Jaber, UAE Climate Change Special Envoy

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/13/2021Sharon Balkam*Sharon Balkam*

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

BCW LLC

2. Registration Number

6227

3. Name of Foreign Principal

Office of United Arab Emirates (UAE)) Climate Change Special Envoy

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10.25.2021; 10.28.2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Strategic communications counsel and outreach to international news media in connection with the United Nations Climate Change Conference ("COP26") held in Glasgow, Scotland, from October 31-November 13, 2021.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

BCW, through its affiliates in Dubai and London, prepared and implemented a strategic communications plan to highlight the UAE's commitment to addressing climate change. Implementation of this plan included outreach to international news media.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The strategic communications plan that BCW originally prepared included proposed outreach in the United Kingdom to journalists for U.S.-owned news organizations as well as outreach to news organizations within the United States. The plan subsequently was modified to include outreach only to non-U.S. news organizations.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

As noted above, the strategic communications plan that BCW originally prepared for Office of UAE Climate Change Special Envoy included proposed outreach in the United Kingdom to journalists for U.S.-owned news organizations as well as outreach to news organizations and other entities within the United States. Implementation of this plan with respect to U.S. news media was extremely limited, as only three contacts with journalists for U.S.-owned news media (all in the UK) occurred before the plan was modified to focus only on non-U.S. media.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
Oct. 25, 2021	Alastair Marsh, Bloomberg	Email	Offer of background briefing
Oct. 28, 2021	Akshat Rath, Bloomberg	Email	Offer of background briefing
Oct. 31, 2021	Steve Sedgewick, CNBC	In-person	Response to inquiry

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
11/25/2021	Abu Dhabi National Oil Company	Professional Fees	165,000
			165,000
			Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
	Please see attached Exhibit 13		

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12/13/2021

Sharon Balkam

Sharon Balkam

ADNOC

Exhibit B

Question 13

During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes

☒

No

☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
10/29-11/11/2021	Deborah McIntosh	Accommodation	28,898.10 USD
10/29-11/11/2021	Jason Beljaffah	Accommodation	28,891.76 USD
10/29-11/16/2021	Lonna Leong	Airfare	5,840.71 USD
10/29-11/4/2021	Geoff Beattie	Airfare	5,763.10 USD
12/11/2021	Deborah McIntosh	Accommodation	2,032.80 USD
10/29-11/11/2021	Lonna Leong	Meals & Transportation	1,317.15 USD
10/25-11/10/21	BCW London Travel	Travel & Accommodation	7,141.72 USD
10/31-11/6/21	Young Media	Photographer	24,258.08 USD
11/7-11/12-21	Gavin Sturgeon	Videographer	8,402.24 USD
10/31-11/13/21	Cian McKenzie	Videographer	9,486.40 USD
11/2/2021	Williams, Nick	Accommodation	3,792.11 GBP
11/2/2021	Williams, Nick	Train	125.80 GBP
11/4/2021	Hawkes, Steve	Meals	65.10 GBP
11/2/2021	Hawkes, Steve	Meals	31.00 GBP
10/25/2021	Hawkes, Steve	Airfare	262.62 GBP
11/5/2021	Hawkes, Steve	Taxi/Car Service	55.00 GBP
10/31/2021	Hawkes, Steve	Taxi/Car Service	50.00 GBP
11/5/2021	Hawkes, Steve	Taxi/Car Service	35.79 GBP
10/31/2021	Hawkes, Steve	Taxi/Car Service	26.00 GBP
10/29/2021	Davidson, Craig	Meals	53.25 GBP
11/6/2021	Davidson, Craig	Meals	80.35 GBP
11/7/2021	Davidson, Craig	Meals	66.00 GBP
11/10/2021	Davidson, Craig	Meals	15.50 GBP
10/29/2021	Davidson, Craig	Meals	102.15 GBP
11/3/2021	Davidson, Craig	Meals	116.50 GBP
11/6/2021	Davidson, Craig	Meals	31.60 GBP
10/29/2021	Davidson, Craig	Taxi/Car Service	12.00 GBP
10/29/2021	Davidson, Craig	Train	295.40 GBP
12/31/2021	Baker, Eleanor	Meals	10.25 GBP
12/31/2021	Baker, Eleanor	Meals	7.40 GBP
11/2/2021	Baker, Eleanor	Meals	14.40 GBP



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For the attention of:

H.E. Dr. Sultan Al Jaber

Managing Director and Chief Executive Officer of ADNOC

October 25, 2021

Letter of Agreement

This Letter of Agreement is to cover Public Relations activities to be carried out by ASDA'A BCW (Agency) for the Office of the United Arab Emirates Climate Change Special Envoy (Client).

1. Term

October 21, 2021, until November 22, 2021

2. Scope of Work and Agency Fees

Three work streams for UAE @COP26

We will have three dedicated work streams and five hubs to drive the dialogue on the UAE's participation at COP 26

Glasgow Hub (On-Site Support)

- On-site team of four in Glasgow to support the UAE delegation including four from our London office

3 Global Hubs: UK, USA and APAC (International Outreach)

- Team activation in core markets, especially the UK, US and Asia Pacific

UAE Hub (UAE/Regional Outreach)

- Dedicated UAE and regional team for content development & media outreach and in country amplification with senior counsel, content writers, media relations professionals and social media experts

SCOPE OF WORK:

Ongoing press office function covering the three work streams: Glasgow, International markets (US, UK & APAC) and UAE/GCC.

Strategic counsel

- Strategic consultancy ahead of COP26, during the event and post event
- Narrative and key message development, international media and KOL validation
- Risk assessment and mitigation



PR services

- Ongoing suite of PR services including high quality content development in English and Arabic, covering press releases, features, interviews, media amplification in all core markets, infographics, and on-site support

Social media services

- Amplification of UAE at COP26 across all social media channels identified with content development

Monitoring services

- Human curated executive reports compiled by our team tailored for UAE's participation at COP26.
- Reports will include top print, online and social media news stories through two daily sweeps covering global print, online and social media listening.

Budget

Item	Cost (in US\$)
Project Teams	
UK hub (team of three at Glasgow)*	100,000
Project lead (Geoff Beattie on-site at Glasgow)*	30,000
UAE hub	80,000
US hub	30,000
APAC hub	30,000
Social media services	40,000
Media monitoring (print, online and social)	20,000
Accommodation and other expenses in Glasgow (on actuals)	30,000
Total	360,000

3. Out of Pocket Expenses

The Agency will charge the actual costs, being the charge from any outside supplier and any other internal cost involved in running the account, i.e. long distance telephone calls, courier costs, travel, etc. all out of pocket expenses will need advance approval from the client.

4. Production Charges

Bought-in services such as photography, exhibition stands, gifts, printed material, video production, design, artwork, website development bear an agency commission of 17.65% to cover Agency direction and quality control.



5. Invoices and Payments Terms

The Agency's fees and out-of-pocket expenses will be invoiced in USD. The fees will be invoiced and paid 50% in advance and 50% upon project completion.

6. Taxes

All sums payable under this Agreement are exclusive of Value added Tax (VAT) which will be itemised separately on all invoices, where appropriate, at the rate prevailing under the applicable law as an additional item for payment by the Client.

7. Confidentiality

The Agency will respect the confidential nature of the information and data furnished by the Client and will not disclose any such information to third parties without authorisation for the appropriate authority.

8. Data Ownership

Any data, in any medium, produced by the Agency for the Client shall be the exclusive property of the Client. On expiration or termination of this agreement all data in any medium plus all copies shall be delivered to the Client.

9. Governing Law

This Agreement shall be governed by the laws of the Emirate of Abu Dhabi.

These clauses are agreed on behalf of:

A handwritten signature in blue ink, consisting of a large loop followed by a horizontal line and a vertical stroke.

For:

Name:

Title:

ASDA' A BCW

President – Middle East

Sunil John



4th Floor, Block A
The Gateway Building
Dubai Media City
PO Box 28063, Dubai, UAE

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Fax +971 4 4358 040
asdaa-bcw.com
bcw-global.com

For the attention of:
H.E. Dr. Sultan Al Jaber
Managing Director and Chief Executive Officer of ADNOC

October 25, 2021

Letter of Agreement

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Total	330,000

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These clauses are agreed on behalf of:

A blue ink signature of H.E. Dr. Sultan Al Jaber, consisting of a stylized 'S' and 'A' followed by a horizontal line.

H.E. Dr. Sultan Al Jaber
MD & CEO, ADNOC Group

A blue ink signature of Sunil John, featuring a large, stylized 'S' and 'J' with a horizontal line crossing through them.

ASDA' A BCW
President – Middle East
Sunil John